

**STATE OF MARYLAND  
MARYLAND DEPARTMENT OF HEALTH  
SMALL PROCUREMENT CONTRACT**

THIS CONTRACT (the "Contract"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF HEALTH ("Department"), and

\_\_\_\_\_  
("Contractor") whose principal office in Maryland is

\_\_\_\_\_  
and whose principal business address is  
\_\_\_\_\_.

The parties agree as follows:

**1. Scope of Contract.**

- (a) The Contractor shall provide the following goods or services:

Services to replace the existing Fulton boiler feed unit, pumps and associated piping in the M+S mechanical room at Springfield Hospital Center.

The solicitation and attachments dated 11/12/2021 is attached and incorporated by reference as Exhibit A. The Contractor's bid or proposal dated \_\_\_\_\_ is attached and incorporated by references as Exhibit B. If there is any conflict between this Contract and any exhibits incorporated by reference, the terms of this contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision: Exhibit A – the scope of work or solicitation and Exhibit B – the Contractor's bid or proposal.

- (b) **Changes.** This Contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract (including the Contract price).

**2. Term of Contract.** The term of this Contract shall be for the period of \_\_\_\_\_  
December 6, 20 21 through February 5, 20 22.

**3. Compensation and Method of Payment.**

- (a) **Compensation.** The total compensation for services to be rendered by the Contractor shall not exceed \$ 50,000.
- (b) **Method of Payment.** The Department shall pay the Contractor no later than thirty (30) days after the Department receives a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.
- (c) **Tax Identification Number.** The Contractor's Federal Tax Identification Number is \_\_\_\_\_ . The Contractor's Social Security Number is \_\_\_\_\_ (Individual Contractor Only). Contractor's Federal Tax Identification Number (or Social Security Number - Individual Contractor Only) shall appear on all invoices submitted by the Contractor to the Department for payment.
- (d) **Invoicing.** All invoices for services shall be signed by the Contractor and submitted to [dlspringfield-finance\\_mdh@maryland.gov](mailto:dlspringfield-finance_mdh@maryland.gov) no later than the 15th of the month for the preceding calendar month. All

invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

4. **Procurement Officer.** The Department designates Sabrina Fields to serve as Procurement Officer for this Contract. All contact between the Department and the Contractor regarding all matters relative to this Contract shall be coordinated through the Procurement Officer.
5. **Disputes.** Disputes arising under this Contract shall be governed by State Finance and Procurement Article, Title 15, Subtitle 2, Part III, Annotated Code of Maryland, and by COMAR 21.10 Administrative and Civil Remedies. Pending resolution of a dispute, the Contractor shall continue to perform this Contract, as directed by the Procurement Officer.
6. **Termination for Convenience.** The State may terminate this Contract, in whole or in part, without showing cause upon prior written notification to the Contractor specifying the extent and the effective date of the termination. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12(A)(2).
7. **Termination for Default.** If the Contractor does not fulfill obligations under this Contract or violates any provision of this Contract, the Department may terminate the Contract by giving the Contractor written notice of termination. Termination under this paragraph does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.
8. **Termination for Nonappropriation.** If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.
9. **Non-Discrimination in Employment.** The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law, including, but not limited to, the employment provisions of §13-219 of the State Finance and Procurement Article, Maryland Code and Code of Maryland Regulations 21.07.01.08, and the commercial nondiscrimination provisions of Title 19, Subtitle 1, State Finance and Procurement Article, Maryland Code.
10. **Maryland Law Prevails.** The laws of Maryland shall govern the interpretation and enforcement of this Contract. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder.

- 11. Anti-Bribery.** The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors, partners, or controlling stockholders; nor any employee of the Contractor who is directly involved in the business's contracting activities, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

**IN WITNESS THEREOF**, the parties have executed this Contract as of the date hereinabove set forth.

**CONTRACTOR**

**STATE OF MARYLAND  
MARYLAND DEPARTMENT OF HEALTH**

\_\_\_\_\_  
By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title)

Sabrina Fields, SHC Director of Procurement  
\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachments:** Exhibit A: Solicitation and Attachments  
Exhibit B: Bid